

DAVID C. LEE (SBN 193743)
ILSE C. SCOTT (SBN 233433)
MICHELMAN & ROBINSON, LLP
455 Market Street, Suite 1420
San Francisco, California 94105
Telephone: (415) 882-7770
Facsimile: (415) 882-1570
dlee@mrlp.com; iscott@mrlp.com

ELEANOR M. LACKMAN (NYBN 4219598), *Pro Hac Vice*
COWAN, DeBAETS, ABRAHAMS & SHEPPARD LLP
41 Madison Avenue, 34th Floor
New York, New York 10010
Telephone: (212) 974-7474
Facsimile: (212) 874-7474
elackman@cdas.com

Attorneys for Plaintiff CARDS AGAINST HUMANITY, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND

CARDS AGAINST HUMANITY, LLC, a
Delaware limited liability company,

Plaintiff,

vs.

LOFTEK TECHNOLOGICAL CO., LLC, a
California limited liability company;
LOFTKEY TECHNOLOGICAL CO., LLC, a
California limited liability; KRATONIX, INC.,
a California corporation; YANG SHAO, an
individual; TROY JAMES NOWAK, an
individual, SHENGKAI CHEN, an individual,
and DOES 1-50, inclusive,

Defendants.

Case No. 13-CV-00727-YGR

**STIPULATION TO ENTER CONSENT
JUDGMENT; [PROPOSED] ORDER**

Action Filed: February 9, 2013
Judge: Hon. Yvonne Gonzalez Rogers
Courtroom: 5

Plaintiff CARDS AGAINST HUMANITY, LLC ("Plaintiff") and Defendants LOFTEK
TECHNOLOGICAL CO., LLC ("Loftek") and LOFTKEY TECHNOLOGICAL CO., LLC
("Loftkey"), KRATONIX, INC. ("Kratonix"), SHENGKAI CHEN ("Chen"), and YANG SHAO
("Shao") (collectively "Defendants") (Plaintiff and Defendants are collectively referred to as the

1 “Parties”) hereby stipulate that the Court may enter a Consent Judgment in favor of Plaintiff and
2 against the Defendants without further notice or appearance of the Parties, as follows:

3 WHEREAS, Plaintiff has alleged that Defendants engaged in the infringement of
4 Plaintiff’s copyright, trade dress and/or trademark rights associated with versions, editions or
5 expansions of “Cards Against Humanity,” specifically, the sale and distribution of counterfeit
6 products within the United States;

7 WHEREAS, Plaintiff initiated this action (United States District Court, Northern District
8 of California, *Case No. CV 13-00727 YGR*) (the “Action”) alleging such infringements and other
9 causes of action;

10 WHEREAS, Loftek and Loftkey admit to engaging in the infringing conduct as alleged in
11 the Action, and further admit to liability for such conduct;

12 WHEREAS, Kratonix, Chen, and Shao do not admit to engaging in the infringing
13 conduct as alleged in the Action, and admit no liability for such conduct. These Defendants
14 nonetheless consent to entry of the permanent injunction against them as set forth in the Consent
15 Judgment and as to the provisions against them as set forth in the Amended Consent Judgment, if
16 and when it is so entered;

17 WHEREAS, the Parties have entered into a separate Settlement Agreement and Release
18 (the “Agreement”), dated as of April 1, 2014, settling the dispute giving rise to the Action; and

19 WHEREAS, the Defendants agree that judgment may be entered against Defendants and
20 stipulate that a Consent Judgment shall be filed and entered against them (and be subject to
21 amendment, if necessary, as set forth below);

22 **IT IS HEREBY STIPULATED:**

23 1. **CONSENT JUDGMENT**: The Defendants agree to the entry of the Consent
24 Judgment in the form and under the terms set forth in Exhibit A.

25 2. **DEFAULT/AMENDED CONSENT JUDGMENT**: In the event that Loftek and
26 Loftkey default on the Agreement such that any of the Payments as set forth in the Consent
27 Judgment on the scheduled due dates has not been timely remitted to Plaintiff, the Parties
28 expressly agree that Plaintiff may present to the Court, by *ex parte* application or as otherwise

required by the Court, the Amended Consent Judgment (in the form attached hereto as Exhibit B) for filing and entry. Defendants agree not to oppose entry of the Amended Consent Judgment. The Parties further agree that upon entry of the Amended Consent Judgment, the Amended Consent Judgment shall supersede the Consent Judgment in its entirety.

3. **VALID SERVICE/JURISDICTION**: Defendants confirm through this Stipulation that they have been properly and validly served with the Summons and Complaint in this action, and are subject to the jurisdiction of the Court.

4. **RETENTION OF JURISDICTION**: The Parties further stipulate and request that this Court retain jurisdiction of this Action for purposes of construction, modification and enforcement of the Settlement Agreement and Release, and Consent Judgment and/or Amended Consent Judgment.

5. **NOTICE**: The Defendants agree that notice of entry of the Consent Judgment and/or Amended Consent Judgment shall be effective if made through their undersigned counsel. Defendants further understand and agree that violations of the Consent Judgment and/or Amended Consent Judgment will expose the parties referenced therein to all penalties provided by law, including for contempt of Court.

6. **WAIVER OF APPEAL**: Defendants irrevocably and fully waive any and all rights to appeal the Consent Judgment and/or Amended Consent Judgment, to have it vacated or set aside, to seek or obtain a new trial thereon, or to otherwise attack its validity or enforceability in any way, directly or collaterally.

7. **MISCELLANEOUS**:

a. **Counterparts**: This Stipulation for Entry of Consent Judgment may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

b. **Authority to Bind**: The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, respectively, Plaintiff, and Loftek, Loftkey, Kratonix, Chen and Shao.

Date: April 1, 2014

NOVAK DRUCE CONNOLLY BOVE &
QUIGG LLP

//s// On Lu

By: On Lu
Attorneys for Defendants Lofttek
Technological Co., LLC; Loftkey
Technological Co., LLC, Kratonix, Inc.,
Yang Shao, and Shengkai Chen

Date: April 1, 2014

MICHELMAN & ROBINSON LLP

//s// David Lee

By: David C. Lee
Attorneys for Plaintiff Cards Against
Humanity, LLC

Date: April 1, 2014

COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP

//s// Eleanor Lackman

By: Eleanor M. Lackman
Attorneys for Plaintiff Cards Against
Humanity, LLC

ORDER

The Court, having read and considered the stipulation of the parties submitted herewith, and good cause appearing, IT IS HEREBY ORDERED that a Consent Judgment in the form attached to the parties' stipulation may be filed pursuant to the terms and conditions of that stipulation and/or amended in the form of the Amended Consent Judgment also attached to the parties' stipulation, if warranted. The Court shall retain jurisdiction of this action for purposes of construction, modification and enforcement of the Settlement Agreement and Release, and Consent Judgment and/or Amended Consent Judgment.

Dated: _____

Hon. Yvonne Gonzalez Rogers